



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Awarding Contract for Traffic Signal Preventive Maintenance and Repair Program to Republic ITS, of Novato (\$18,195)

MEETING DATE: April 15, 2009

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution awarding the contract for the Traffic Signal Preventive Maintenance and Repair Program to Republic ITS, of Novato, in the amount of \$18,195.

BACKGROUND INFORMATION: The project includes providing preventive maintenance and repair services for the 48 City-maintained traffic signal and lighting systems. The specifications require the contractor to provide signal maintenance inspections at 120-day intervals and annually test the traffic signals and spare monitors.

Plans and specifications for this project were approved on January 21, 2009. The City received the following two bids for this project on March 25, 2009. The contract will be in effect for one year beginning May 1, 2009.

Bidder	Location	Bid	Repair – Labor Only (Price per Hour)
Engineer's Estimate		\$21,674	\$110
Republic ITS	Novato	\$18,195	\$115
Econolite	Santa Clara	\$19,425	\$148

Signal repairs are performed by City staff. If the City's electricians are unable to perform the signal repair work, the contract includes a bid item for unscheduled repair work. In addition, staff recommends the City Manager be authorized to extend the contract for one year if it is mutually agreed upon by both parties and advantageous to the City.

FISCAL IMPACT: The preventive maintenance of the City's traffic signal systems will reduce the City's exposure to liability claims.

FUNDING AVAILABLE: Funds have been appropriated in the 2008/09 Financial Plan and Budget in the Streets Operating Account (3215031).

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Paula J. Fernandez, Transportation Manager/Senior Traffic Engineer

FWS/PJF/pmf
cc: City Attorney

Purchasing Officer

Streets and Drainage Manager

APPROVED:

Blair King, City Manager

**TRAFFIC SIGNAL PREVENTIVE MAINTENANCE
AND REPAIR PROGRAM 2008/2009**

CONTRACT

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and REPUBLIC ITS, herein referred to as the "Contractor."

W I T N E S S E T H:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 2002 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to maintain up to 48 City traffic signal and lighting systems and other incidental and related work in accordance with these specifications. An additional bid item for traffic signal repair is a separate bid. This item may be awarded for the full year, a partial year or not at all. The intersections to be maintained are shown in the Appendix of the Specifications for Traffic Signal and Lighting Systems 2008/2009.

TRAFFIC SIGNAL MAINTENANCE SERVICES

Project includes a total of three (3) inspections per year at 120-day intervals as described below.

BID A: PREVENTIVE MAINTENANCE

Inspect each site and perform necessary preventive maintenance as described in Traffic Signal Inspection procedures. The bid item Unit Price A is for one inspection, based on two (2) inspections per year at 120-day intervals.

BID B: INSPECTION AND MONITOR TESTING

Inspect each site as described in BID A as well as test and calibrate conflict monitor.

BID C: TEST SPARE TRAFFIC MONITORS

Test and calibrate fifteen spare conflict monitors at contractor's testing facility.

Location		Unit Price A, Preventive Maintenance Inspection, Price Per Inspection	Unit Price B, Inspection and Monitor Testing and Calibration, Price Per Inspection
1.	Beckman Lane/Kettleman Lane	\$85.00	\$170.00
2.	Central Avenue/Lodi Avenue	\$85.00	\$170.00
3.	Century Boulevard/Hutchins Street	\$85.00	\$170.00
4.	Century Boulevard/Lower Sacramento Road	\$85.00	\$170.00
5.	Century Boulevard/Ham Lane	\$85.00	\$170.00
6.	Cherokee Lane/Hale Road	\$85.00	\$170.00
7.	Cherokee Lane/Lockeford Street	\$85.00	\$170.00
8.	Cherokee Lane/Lodi Avenue	\$85.00	\$170.00
9.	Cherokee Lane/Pine Street	\$85.00	\$170.00
10.	Cherokee Lane/Tokay Street	\$85.00	\$170.00
11.	Cherokee Lane/Victor Road	\$85.00	\$170.00

Location		Unit Price A, Preventive Maintenance Inspection, Price Per Inspection	Unit Price B, Inspection and Monitor Testing and Calibration, Price Per Inspection
12.	Church Street/Elm Street	\$85.00	\$170.00
13.	Church Street/Lockeford Street	\$85.00	\$170.00
14.	Church Street/Lodi Avenue	\$85.00	\$170.00
15.	Church Street/Oak Street	\$85.00	\$170.00
16.	Church Street/Pine Street	\$85.00	\$170.00
17.	Church Street/Turner Road	\$85.00	\$170.00
18.	Church Street/Walnut Street	\$85.00	\$170.00
19.	Crescent Avenue/Lodi Avenue	\$85.00	\$170.00
20.	Elm Street/Ham Lane	\$85.00	\$170.00
21.	Elm Street/Lower Sacramento Road	\$85.00	\$170.00
22.	Fairmont Avenue/Lodi Avenue	\$85.00	\$170.00
23.	Ham Lane/Lockeford Street	\$85.00	\$170.00
24.	Ham Lane/Lodi Avenue	\$85.00	\$170.00
25.	Ham Lane/Tokay Street	\$85.00	\$170.00
26.	Ham Lane/Turner Road	\$85.00	\$170.00
27.	Ham Lane/Vine Street	\$85.00	\$170.00
28.	Harney Lane/Hutchins Street	\$85.00	\$170.00
29.	Harney Lane/Lower Sacramento Road	\$85.00	\$170.00
30.	Harney Lane/Stockton Street	\$85.00	\$170.00
31.	Hutchins Street/Lodi Avenue	\$85.00	\$170.00
32.	Hutchins Street/Tokay Street	\$85.00	\$170.00
33.	Hutchins Street/Vine Street	\$85.00	\$170.00
34.	Lockeford Street/Sacramento Street	\$85.00	\$170.00
35.	Lodi Avenue/Lower Sacramento Road	\$85.00	\$170.00
36.	Lodi Avenue/Mills Avenue	\$85.00	\$170.00
37.	Lodi Avenue/Sacramento Street	\$85.00	\$170.00
38.	Lodi Avenue/School Street	\$85.00	\$170.00
39.	Lodi Avenue/Stockton Street	\$85.00	\$170.00
40.	Lower Sacramento Road/Sunwest Market Place	\$85.00	\$170.00
41.	Lower Sacramento Road/Tokay Street	\$85.00	\$170.00
42.	Lower Sacramento Road(N)/Turner Road	\$85.00	\$170.00
43.	Lower Sacramento Road – Turner/Woodhaven Lane	\$85.00	\$170.00
44.	Lower Sacramento Road/Vine Street	\$85.00	\$170.00
45.	Mills Avenue/Turner Road	\$85.00	\$170.00
46.	Pine Street/Sacramento Street	\$85.00	\$170.00

Location		Unit Price A, Preventive Maintenance Inspection, Price Per Inspection	Unit Price B, Inspection and Monitor Testing and Calibration, Price Per Inspection
47.	Pine Street/School Street	\$85.00	\$170.00
48.	Stockton Street/Turner Road	\$85.00	\$170.00
	Total of all sites at <u>one inspection</u> each - SUBTOTAL	Bid A1 \$4,080.00	BID B \$8,160.00
	SUBTOTAL TOTAL BID A1 TIMES 2 INSPECTIONS	BID A: Bid A1 X 2 \$8,160.00	ONLY ONE TESTING AND CALIBRATION
	TOTAL BID A PLUS BID B	\$16,320.00	
	BID C: TEST 15 SPARE CITY OWNED TRAFFIC MONITORS	\$1,875.00	
	GRAND TOTAL: BID A PLUS BID B PLUS BID C	\$18,195.00	
	Labor for repairs beyond Preventive Maintenance as defined in Section 6, Special Provisions. Not to be included in bid tabulations.		
	TRAFFIC SIGNAL REPAIR, LABOR ONLY, PRICE PER HOUR	\$115.00 PER HOUR	

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract as directed by the City during the 2008/2009 fiscal year.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

By: _____
Mayor

By: _____

Date: _____

Attest:

Title

City Clerk

(CORPORATE SEAL)

Approved as to form:

D. Stephen Schwabauer
City Attorney



RESOLUTION NO. 2009-39

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING THE CONTRACT FOR TRAFFIC
SIGNAL PREVENTIVE MAINTENANCE AND
REPAIR PROGRAM

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on March 25, 2009, at 11:00 a.m. for the Traffic Signal Preventive Maintenance and Repair Program, described in the specifications therefore approved by the City Council on January 21, 2009; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

Bidder	Bid	Repair – Labor Only (Price per Hour)
Republic ITS	\$18,195	\$115
Econolite	\$19,425	\$148

WHEREAS, staff recommends awarding the contract for the Traffic Signal Preventive Maintenance and Repair Program to the low bidder, Republic ITS, of Novato, California.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Traffic Signal Preventive Maintenance and Repair Program to the low bidder, Republic ITS, of Novato, California, in the amount of \$18,195.

Dated: April 15, 2009


I hereby certify that Resolution No. 2009-39 was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 15, 2009, by the following vote:

AYES: COUNCIL MEMBERS – Hitchcock, Johnson, Katzakian, and
Mayor Hansen

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Mounce

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk